

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 14, 2005

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B0000688**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

Fax: (810) 635-2534

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b><br><br><b>kend@evansfoodservice.com</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
|  | VENDOR NUMBER/MAIL CODE                       |
|  | BUYER/CA (517) 373-0301<br><b>Sue Ciecwa</b>  |
| Contract Compliance Inspector: Gatha McClellan<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>   |   |
| CONTRACT PERIOD: From: <b>August 10, 2000</b> To: <b>April 1, 2006</b>   |   |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |   |

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby **EXTENDED** from October 31, 2005 to April 1, 2006.

Effective November 1, 2005, price **INCREASE** on the following item:

**Item 20      Sugar/White/Flat Pack      \$7.48/cs**

**All other terms, conditions, specifications, and pricing remain the same.**

**AUTHORITY/REASON:**

**Per DMB/Acquisition Services request by letter dated September 22, 2005, agency agreement (Gatha McClellan) by email dated October 13, 2005 and vendor agreement (Ken Durbal) by letter dated October 11, 2005.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,539,323.68**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

February 28, 2005

CHANGE NOTICE NO. 7  
TO  
CONTRACT NO. 071B0000688  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 635-2534

|  |                    |   |
|--|--------------------|---|
| NAME & ADDRESS OF VENDOR   |                    | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
| <b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b><br><b>kend@evansfoodservice.com</b> |                    | VENDOR NUMBER/MAIL CODE                       |
|  |                    | BUYER/CA (517) 373-0301<br><b>Sue Cieciba</b> |
| Contract Compliance Inspector: Gatha McClellan<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>                   |                    |   |
| CONTRACT PERIOD: From: <b>August 10, 2000</b> To: <b>October 31, 2005</b>  |                    |   |
| TERMS  | <b>Net 30 Days</b> | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.   | <b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |                    |   |

**NATURE OF CHANGE (S):**

**Effective March 1, 2005, this contract is hereby INCREASED by \$354,000.00**

**All other terms, conditions, specifications, and pricing remain the same.**

**AUTHORITY/REASON:**

**Administrative Board Approval on March 1, 2005.**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$2,539,323.68**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

February 3, 2005

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B0000688**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

Fax: (810) 635-2534

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b><br><br><b>kend@evansfoodservice.com</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b><br>VENDOR NUMBER/MAIL CODE<br><br>BUYER/CA (517) 373-0301<br><b>Sue Ciecwa</b> |
| Contract Compliance Inspector: Gatha McClellan<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>   |  |
| CONTRACT PERIOD: From: <b>August 10, 2000</b> To: <b>October 31, 2005</b>  |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>  |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>   |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |  |

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby **EXTENDED** nine months to October 31, 2005.

Also effective immediately, price increases on the following items are in effect:

|                |                                     |                     |
|----------------|-------------------------------------|---------------------|
| <b>Item 21</b> | <b>Sugar Substitute/Low Calorie</b> | <b>\$16.20/case</b> |
| <b>Item 22</b> | <b>Syrup/Maple/Reduced Calorie</b>  | <b>\$4.52/case</b>  |

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per request by Acquisition Services by letter dated January 13, 2005, and vendor acceptance by letter (Ken Durbal) dated February 3, 2005.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,185,323.68**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 6, 2004

CHANGE NOTICE NO. 5  
TO  
CONTRACT NO. 071B0000688  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 635-2534

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b><br><br><b>kend@evansfoodservice.com</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
|  | VENDOR NUMBER/MAIL CODE                       |
|  | BUYER/CA (517) 373-0301<br><b>Sue Ciecwa</b>  |
| Contract Compliance Inspector: Gatha McClellan<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>   |   |
| CONTRACT PERIOD: From: <b>August 10, 2000</b> To: <b>January 31, 2005</b>  |   |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |   |

**NATURE OF CHANGE (S):**

Effective immediately, this contract is **EXTENDED** four months from September 30, 2004 to January 31, 2005.

Effective October 1, 2004, price increase on the following item:

Item 20      Sugar/White/Flat Pack      \$6.71/CS

The buyer is hereby **CHANGED** to Sue Ciecwa.

All other terms, conditions, and prices remain the same.

**AUTHORITY/REASON:**

Per request by Acquisition Services by letter dated July 9, 2004, and vendor (Evans Food Service) acceptance by email (Ken Durbal) dated September 16, 2004.

**ESTIMATED CONTRACT VALUE REMAINS: \$2,185,323.68**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

May 8, 2003

CHANGE NOTICE NO. 4  
 TO  
 CONTRACT NO. 071B0000688  
 between  
 THE STATE OF MICHIGAN  
 and

Fax: (810) 635-2534

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b><br><b>kend@evansfoodservice.com</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
|  | VENDOR NUMBER/MAIL CODE                       |
|  | BUYER (517) 373-7374<br><b>Joan Bosheff</b>   |
| Contract Administrator: Gatha McClellan<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>  |   |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>September 30, 2004</b>  |   |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |   |

**NATURE OF CHANGE (S):**

This contract is **EXTENDED** until September 30, 2004. The following items have prices decreases:

|         |                        |            |
|---------|------------------------|------------|
| Item 16 | Pepper/Black/Flat Pack | \$11.30/CS |
| Item 19 | Salt/Iodized/Flat Pack | \$ 6.40/CS |
| Item 20 | Sugar/White/Flat Pack  | \$ 6.20/CS |

All other terms, conditions, and prices remain the same.

All other items on contract (with the exception of Item 15, Peanut Butter Tubs) will remain firm until September 30, 2004.

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

July 24, 2002

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B0000688**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

**Fax: (810) 635-2534**

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
|  | VENDOR NUMBER/MAIL CODE                       |
|  | BUYER (517) 241-0705<br><b>Susan Every</b>    |
| Contract Administrator: Susan Every<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>                          |   |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>August 10, 2003</b>   |   |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |   |

**NATURE OF CHANGE(S):**

This contract is hereby **EXTENDED** for one year. The new contract ending date is August 10, 2003. All other terms, conditions, and specifications remain the same. Pricing/usage changes take effect 8/10/02:

Item #1: Cream cheese (no usage) **DELETE**

Item #2: Sugar substitute is **INCREASED** from \$15.65/CA to \$15.93/CA

**AUTHORITY/REASON:**

Per request from DMB and agreed to by vendor, Ken Durbal, in a letter dated 7/11/02 and in accordance with the modification clause of contract.

**TOTAL ESTMATED CONTRACT VALUE REMAINS: \$2,185,323.68**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

January 23, 2001

CHANGE NOTICE NO. 2  
TO  
CONTRACT NO. 071B0000688  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 635-2534

|  |   |
|--|---|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.<br/>6460 West Maple Avenue<br/>Swartz Creek, MI 48473-0237</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b> |
|  | VENDOR NUMBER/MAIL CODE                       |
|  | BUYER (517) 241-0705<br><b>Susan Every</b>    |
| Contract Administrator: Susan Every<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>              |   |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>August 10, 2002</b>   |   |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                 |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                    |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |   |

**NATURE OF CHANGE(S):**

Please note that the buyer and contract administrator for this contract have changed to Sue Every.

Change to Item #21 Sugar Substitute – Grand Gourmet Brand has been discontinued- Replaced by:

Brand: Natra Taste  
Pack: 2000/1 gram  
Cost: \$15.65/case

**AUTHORITY/REASON:**

Letter from Ken Durbal, Evans Food Service, dated December 28, 2000, requesting change and  
accepted by OOP to take effect when supply is depleted approximately the end of January.

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

August 21, 2000

CHANGE NOTICE NO. 1  
 TO  
 CONTRACT NO. 071B0000688  
 between  
 THE STATE OF MICHIGAN  
 and

Fax: (810) 635-2534

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><br><b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b> | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b>          |
|  | VENDOR NUMBER/MAIL CODE                                |
|  | BUYER (517) 241-1650<br><b>Linda Hilliard-Cummings</b> |
| Contract Administrator: Linda Cummings<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>                       |  |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>August 10, 2002</b>   |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>7 Days ARO</b>                          |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                             |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |  |

NATURE OF CHANGE(S):

The following items have been added to this contract effective 8/21/00:

|                |  |              |
|----------------|--|--------------|
| 393-48-78-5054 | Taco Sauce<br>200 / 9g<br>PPI              | \$3.48/case  |
| 393-57-30-0803 | Honey<br>200 / 9g<br>PPI                   | \$11.98/case |
| 393-82-76-0302 | Syrup Regular<br>100 / 1.5 oz pouch<br>PPI | \$5.30/case  |
| 393-48-72-0508 | BBQ Sauce<br>200 / 12g<br>PPI              | \$5.58/case  |

AUTHORITY/REASON:

Agency request



STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 7, 2000

NOTICE  
OF  
CONTRACT NO. 071B0000688  
between  
THE STATE OF MICHIGAN  
and

Fax: (810) 635-2534

|  |                    |  |
|--|--------------------|--|
| NAME & ADDRESS OF VENDOR   |                    | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b>          |
| <b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b>           |                    | VENDOR NUMBER/MAIL CODE                                |
|  |                    | BUYER (517) 241-1650<br><b>Linda Hilliard-Cummings</b> |
| Contract Administrator: Linda Cummings<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b> |                    |  |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>August 10, 2002</b>                                 |                    |  |
| TERMS  | <b>Net 30 Days</b> | SHIPMENT<br><b>7 Days ARO</b>                          |
| F.O.B.   | <b>Delivered</b>   | SHIPPED FROM<br><b>N/A</b>                             |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>   |                    |  |

**THIS CONTRACT IS EXTENDABLE TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of ITB #071I0000337, this Contract Agreement and the vendor's quote dated May 5, 2000. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

**Estimated Contract Value: \$330,023.68**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B0000688  
between  
THE STATE OF MICHIGAN  
And

Fax: (810) 635-2534

|   |                               |  |
|---|-------------------------------|--|
| NAME & ADDRESS OF VENDOR  |                               | TELEPHONE Ken Durbal<br><b>(800) 968-1520</b>          |
| <b>Evans Food Service, Inc.</b><br><b>6460 West Maple Avenue</b><br><b>Swartz Creek, MI 48473-0237</b>  |                               | VENDOR NUMBER/MAIL CODE                                |
|   |                               | BUYER (517) 241-1650<br><b>Linda Hilliard-Cummings</b> |
| Contract Administrator: Linda Cummings<br><b>Portion Pack Condiments – Dept. of Corrections, Lower Peninsula</b>  |                               |  |
| CONTRACT PERIOD: 2 Years From: <b>August 10, 2000</b> To: <b>August 10, 2002</b>  |                               |  |
| TERMS<br><b>Net 30 Days</b>   | SHIPMENT<br><b>7 Days ARO</b> |  |
| F.O.B.<br><b>Delivered</b>  | SHIPPED FROM<br><b>N/A</b>    |  |
| MINIMUM DELIVERY REQUIREMENTS<br><b>\$250.00</b>  |                               |  |
| MISCELLANEOUS INFORMATION:<br><b>THIS CONTRACT IS EXTENDABLE TO LOCAL UNITS OF GOVERNMENT.</b><br><br><b>The terms and conditions of this Contract are those of ITB #07110000337, this Contract Agreement and the vendor's quote dated May 5, 2000. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b><br><br><b>Estimated Contract Value: \$330,023.68</b> |                               |  |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07110000337. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

**FOR THE VENDOR:**

**FOR THE STATE:**

**Evans Food Service, Inc.**

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

Signature

**Linda Hilliard-Cummings**

Name

**Buyer**

Title

Date



---

**STATE OF MICHIGAN**

**DEPARTMENT OF MANAGEMENT & BUDGET**

**OFFICE OF PURCHASING**

**COMMODITIES & SERVICES DIVISION**

**FOR**

**MICHIGAN DEPARTMENT OF CORRECTIONS**  
**LOWER PENINSULA**

**CONDIMENTS, PORTION PACK**

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## **SECTION I TERMS AND CONDITIONS**

### **I-A GENERAL**

This Contract is for Portion Pack Condiment Items for the Department of Corrections to be delivered to various Prison Facilities across the State of Michigan.

Exact quantities to be purchased are unknown. The contractor will be required to furnish all such materials as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders will be issued directly to the Contractor by the Department of Corrections.

Attached is a listing of Department of Corrections agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government.

### **I-B ISSUING OFFICE**

This contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the Department of Corrections, hereinafter known as the State agency. Where actions are a combination of those of the Office of Purchasing and the State agencies, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. The Office of Purchasing will remain the **SOLE POINT OF CONTACT** throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget  
Office of Purchasing  
Attn: Linda Hilliard Cummings  
2nd Floor, Mason Building  
P. O. Box 30026  
Lansing, Michigan 48909  
(517) 241-1650

### **I-C CONTRACT ADMINISTRATOR**

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that the various prison facilities will be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by the Office of Purchasing.

### **I-D CONTRACT TERM**

The term of this Contract will be for a two (2) year period and will commence on August 10, 2000 to August 10, 2002. By mutual agreement of the parties, the Contract may be extended for an addition two one (1) year periods. Contractor performance, quality of products and Contractor's ability to deliver on time shall be used as a basis for any decision by the Office of Purchasing to extend the Contract into the one year extension. At the sole option of the State, the Contract may be extended an additional 60 days



following the expiration of the original Contract or following the one year extension of the Contract. This 60 day extension shall be at the same terms and conditions immediately preceding the extension whether the original Contract or the one year extension.

**I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- a. Any contract resulting from the State's ITB No. [071I0000337](#).
- b. Any addenda to that ITB.
- c. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the contractor's response to the ITB which contains information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**I-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**I-H SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**I-I INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**I-J NEWS RELEASES**

News releases pertaining to the Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the contract are to be released without prior written approval of the State and then only to persons designated.

**I-K CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, this contract must include a list of



subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-L PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless the Office of Purchasing has approved a change.

**I-M ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

**I-N DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named in the contract unless the State Purchasing Director has given written consent to the delegation.

**I-O DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

**I-P TAXES**

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

**I-Q INDEMNIFICATION****1. General Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;





- (c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions which occurred prior to termination.

**I-R CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the [Contract \(Direct Purchase Order\)](#), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include Contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the [Contract \(Direct Purchase Order\)](#).

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR DIRECT PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract No. or Direct Purchase Order No. has been given to the Director of Purchasing.

**I-S CONTRACT DISTRIBUTION**

The Office of Purchasing shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

**I-T ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**I-U NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the contractors agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-V NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**I-W CANCELLATION**

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or in part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days



prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 46. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

#### **I-X RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

#### **I-Y SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

#### **I-Z GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

#### **I-AA MODIFICATION OF CONTRACT**

The Director of Purchasing reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

**I-BB NON-STATE AGENCY REQUIREMENTS**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The bidder is requested to complete the attached "Non-State Agency Statement" to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the State departments and agencies. Should a Contract result, a listing of approved program members will be included.

Inasmuch as these are non-State agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB-Office of Purchasing.

Estimated Requirements For Authorized Local Units Of Government were **not** included in the quantities shown on the Invitation To Bid.

**I-CC UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.



## **SECTION II ADDITIONAL REQUIREMENTS - COMMODITIES**

### **II-A SPECIFICATIONS**

Detailed Specifications are not provided for the portion pack condiment items (dressings, jelly, ketchup, mustard, relish, mayonnaise, lemon juice, cream cheese, barbecue sauce, creamer, sugar, salt, pepper, sweet-n-sour sauce, maple syrup, taco sauce, and tartar sauce). The contractor shall provide nationally recognized brands that meet the requirements stated on the Item/Listing Pricing Pages.

### **II-B. PLACING ORDERS**

The Contractor shall have the capacity to receive orders by telephone, facsimile and by written order. This shall include the ability to track orders placed by the agency in advance, with a six (6) month to one (1) year delivery time frame to ensure timely deliveries and eliminate back orders. The Contractor may offer electronic ordering capability.

### **II-C CUSTOMER SERVICE**

The Contractor shall respond to agency inquiries within one (1) business day of receipt of contact. A Customer Service Representative(s) shall be assigned specifically to the State of Michigan account that shall be prepared to assist the State agencies in any ordering or invoicing problems in a courteous and helpful manner.

### **II-D MINIMUM ORDER**

The minimum order is \$250.00 for any combination of items.

### **II-E BACK ORDERS, SUBSTITUTIONS AND SPECIAL ORDERS**

Back orders are not acceptable under the Contract. Products bid by the contractor shall be stocked on a regular basis. Special Order items shall not be allowed. It is the Contractor's responsibility to notify the agency in advance of delivery of any shortage of product. The Contractor may provide an item substitution of equal grade to or higher than originally requested at the same cost as the item originally ordered. If item substitutions are offered they must be approved by Office of Purchasing prior to shipping.

### **II-F DELIVERY**

All orders shall be delivered within seven (7) working days after receipt of order. Specific delivery requirements shall be made with each agency and the Contractor. Deliveries may be required weekly, bi-weekly or on a monthly basis.

Each order shall be accompanied with a packing slip or invoice. The packing slip or invoice shall contain the following information:

- Agency name and address
- Purchase order number
- Stock number and brief description of each item
- Unit of issue and quantity issued for each item
- Unit price and extended price for each item
- Date order was received by Contractor
- Total price of order

All deliveries shall be F.O.B. destination to the ordering agency. Responsibility and liability for loss



or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the agency except as to latent defects, fraud, and the Contractor's warranty obligations, if any.

## **II-G BILLINGS**

All billings to State agencies shall be accurate and include the following information:

- Agency name and address
- Agency purchase order number
- Stock number and brief description of each item
- Quantity issued of each item
- Unit price and extended price of each item
- Statement total
- Billings shall be provided to State agencies within 30 days after receipt of delivery.

## **II-H INSPECTION OF PRODUCT**

Product shall be inspected by the ordering agency within 48 hours of delivery excluding State holidays and weekends. All products must be in a wholesome and sanitary condition when delivered. Products will not be accepted if the products fail to meet specifications either in product quality or packaging or the product is an unauthorized substitute product. The Contractor must pick up the rejected product within 48 hours of being notified of the rejection by the agency. Defective items must be exchanged or credited by the Contractor at the option of the agency.

The State of Michigan reserves the right to hold rejected products suspected of being adulterated for inspection by the United States Department of Agriculture and/or the Michigan Department of Agriculture.

## **II-I F.O.B. POINT**

Prices quoted are "F.O.B. Delivered" with transportation charges prepaid on all orders of \$250.00 or more.

## **II-J PACKAGING**

The Department of Corrections will not accept product packed in glass. Products packed in wire crates, with bound nylon strapping or have excessive labeling shall be prohibited. All packaging and packing material must be new and clean, and must not impart objectionable odors or flavors to the product. Printed, stamped and stenciled labeling and marking information on cartons must be water-fast, non-smearing or a contrasting color, clear and readable. Cartons shall be clean and of adequate strength to provide protection and stacking strength. Cartons shall be clearly marked with the product name, count/size and the product code.

The pack sizes indicated on the Contract represent the sizes previously used by state agencies. The contractor is requested to provide packaging that most closely meets those packaging sizes. The state reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

## **II-K PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.





- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**II-L PRODUCT DISCOUNTS**

The State of Michigan reserves the right to negotiate pricing, discounts and/or rebates directly with the manufacturers for large volume purchases. The Contractor shall pass on to the Department of Corrections all price discounts and reductions which the State of Michigan is entitled to receive from the manufacturers. These discounts and reductions shall include, without limitation, non profit allowances, free goods, rebates, quarterly and other discounts and special manufacturer deal prices. The State reserves the right to change to other product brands carried by the Contractor if the cost is beneficial to the State.

If a manufacturer offers rebates directly to a Correction facility, the Contractor shall track purchase information for each agency for the items affected and submit this information to the manufacturer as required by the manufacturer.

**II-M PERFORMANCE REVIEWS**

The Office of Purchasing in conjunction with the Department of Corrections shall review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products being delivered, timeliness of delivery, fill rates, the amount of back orders, status of such orders, accuracy of billings, customer service, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by the Office of Purchasing, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by the Office of Purchasing, the Contract may be canceled for default. The Office of Purchasing reserves the right to cancel the Contract immediately at any time for default, if the Office documents that unsafe and/or adulterated or off-condition products are being delivered to any State agency by the Contractor.

**II-N QUALITY ASSURANCE**

The Contractor shall have a written quality control program which ensures that all products are wholesome and that all manufacturers and suppliers to the Contractor have effective quality control programs, have standard operating procedures and use good manufacturing practices. All manufacturers supplying product to the Contractor shall have verifiable HACCP programs in place at their manufacturing facilities. The Contractor shall monitor the quality control program of all suppliers and manufactures.

All products shall have legible code dates on the box or package.

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**II-O PRODUCT RECALL**





The Contractor shall have a product recall program that provides for immediate notification to all customers, including Michigan Department of Corrections (MDOC) facilities who have received the products. In all cases of product recall, the Contractor shall notify all MDOC facilities that have received the recalled product. Notification shall not exceed twenty-four hours after the Contractor learns of the recall. The Contractor shall have the ability to track products by lot number to specific customers including MDOC facilities. The Contractor is responsible for picking up all products that are subject to recall.

#### II-P ADDITIONAL PRODUCTS

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by the Office of Purchasing.

#### II-Q RECYCLED CONTAINERS

Contractors are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

#### II-R USAGE REPORTING

The Contractor may be required to report the Contract usage by **State agencies** and/or local units of government. Such usage shall be reported quarterly and by item to the buyer in the Office of Purchasing, Department of Management and Budget.

#### II-S PRICE

Prices quoted are the maximum for a period of 365 **days** from the date the Contract becomes effective.

Prices may be subject to revision at the end of each 365 day period if there are changes in the general industry. Revisions may be either **increases** or **decreases** and may be requested by either party. Evidence of general industry changes, the producer's price index, revised printed price lists or notices, and evidence that the change actually affected the Contractor's costs for materials must accompany the request. The prices quoted shall be firm for 365 days. Requests for price changes shall be received in writing at least thirty (30) days prior to their effective date and are subject to written acceptance before becoming effective. If proposed prices are not acceptable to either party, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

The postmark date on the Contract Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) which may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

#### II-T SITE VISIT

The State may conduct a site visit to tour and inspect the warehouse/freezer, any on-site testing labs and sources of supply. The Office of Purchasing, will schedule these visits, if required.



**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the Office of Purchasing, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

**BIDDER MUST CHECK ONE BOX BELOW**

- ☒ [ X ] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- ☐ [ ] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

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Vendor Name

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Authorized Agent Name (print or type)

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Authorized Agent Signature



**ITEM LISTING/ PRICING PAGE – LOWER PENNINSULA  
CONDIMENTS, PORTION PACK: DRESSINGS, JELLY, CATSUP, ETC.**

| ITEM NO. | UNIT | NIGP #         | DESCRIPTION  | UNIT PRICE |
|----------|------|----------------|--|------------|
| 1.       | CA   | 390-07-25-1059 | <b>CREAM CHEESE:</b><br>240 / .75 Ounce / Case<br>Brand: Pauly<br>Pack Size: 240/.75z                        | \$27.50    |
| 2.       | CA   | 393-48-39-1202 | <b>DRESSING/ FRENCH</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g                         | \$3.44     |
| 3.       | CA   | 393-47-27-2907 | <b>DRESSING/ FRENCH/ LOW-CAL</b> 200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g                   | \$3.50     |
| 4.       | CA   | 393-47-27-3050 | <b>DRESSING/ITALIAN CREAMY LOW-CAL</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g          | \$3.55     |
| 5.       | CA   | 393-48-39-2004 | <b>DRESSING/ITALIAN GOLDEN</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g                  | 3.40       |
| 6.       | CA   | 393-48-39-6100 | <b>DRESSING/ RANCH</b><br>102 / 1 Ounce / Case<br>Brand: PPI<br>Pack Size: 100/1z                            | \$6.69     |
| 7.       | CA   | 393-48-39-7159 | <b>DRESSING/ 1000 ISLAND</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g                    | \$4.08     |
| 8.       | CA   | 393-48-39-7231 | <b>DRESSING / REDUCED CALORIE / 1000 ISLAND</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g | \$3.50     |
| 9.       | CA   | 393-59-43-4505 | <b>JELLY / MIXED FRUIT</b><br>200 / .5 Ounce / Case<br>Brand: PPI<br>Pack Size: 200/.5z                      | \$4.15     |



**ITEM LISTING/ PRICING PAGE – LOWER PENNINSULA  
CONDIMENTS, PORTION PACK: DRESSINGS, JELLY, CATSUP, ETC.**

| ITEM NO. | UNIT | NIGP #         | DESCRIPTION   | UNIT PRICE |
|----------|------|----------------|---|------------|
| 10.      | CA   | 393-59-43-1515 | <b>JELLY / ASSORTED (Grape, Mixed Fruit, Apple)</b><br>200 / .5 Ounce / Case<br>Brand: PPI<br>Pack Size: 200/.5z  | \$4.50     |
| 11.      | CA   | 393-59-43-1523 | <b>JELLY/ASSORTED/REDUCED CALORIE-NO SUGAR ADDED</b><br>200 / .5 Ounce / Case<br>Brand: PPI<br>Pack Size: 200/12g<br>(Grape & Strawberry)<br>(Apple & Cherry) | \$5.60     |
| 12.      | CA   | 393-48-31-0706 | <b>KETCHUP, U.S. GRADE A</b><br>500 / 9 Grams / Case<br>Brand: PPI<br>Pack Size: 500/9g   | \$5.25     |
| 13.      | CA   | 393-60-56-0667 | <b>LEMON JUICE</b><br>200 / 4 Grams / Case<br>Brand: PPI<br>Pack Size: 200/4g   | \$2.37     |
| 14.      | CA   | 393-48-58-0422 | <b>MUSTARD / PREPARED LIGHT, U.S. GRADE A</b><br>500 / 5.5 Grams / Case<br>Brand: PPI<br>Pack Size: 500/5.5g  | \$3.18     |
| 15.      | CA   | 393-68-51-0550 | <b>PEANUT BUTTER TUBS</b><br>200 / 3/4 Ounce / Case<br>Brand: PPI<br>Pack Size: 200/.75z  | \$24.40    |
| 16.      | CA   | 393-80-60-0377 | <b>PEPPER/ BLACK/FLAT PACK</b><br>6000 Count / Case<br>Brand: Diamond Crystal<br>Pack Size: 6000  | \$11.40    |
| 17.      | CA   | 393-69-65-1401 | <b>RELISH / PICKLE, SWEET GREEN</b><br>200 / 9 Grams / Case<br>Brand: PPI<br>Pack Size: 200/9g  | \$3.76     |
| 18.      | CA   | 393-48-39-6804 | <b>SALAD DRESSING</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g  | \$3.55     |



**ITEM LISTING/ PRICING PAGE – LOWER PENNINSULA  
CONDIMENTS, PORTION PACK: DRESSINGS, JELLY, CATSUP, ETC.**

| <b>ITEM NO.</b> | <b>UNIT</b> | <b>NIGP #</b>  | <b>DESCRIPTION</b>  | <b>UNIT PRICE</b> |
|-----------------|-------------|----------------|---|-------------------|
| 19.             | CA          | 393-73-08-0629 | <b>SALT / IODIZED / FLAT PACK</b><br>6000 Count / Case<br>Brand: Diamond Crystal  | \$6.45            |
| 20.             | CA          | 393-81-63-0258 | <b>SUGAR / WHITE / FLAT PACK</b><br>2000 Count / Case<br>Brand: Code/Diamond Crystal<br>Pack Size: 2000   | \$6.30            |
| 21.             | CA          | 393-81-74-4059 | <b>SUGAR SUBSTITUTE / LOW CALORIE / LESS THAN 1 GRAM CARBOHYDRATES, WITHOUT SACCHARIN</b><br>2000 Count / Case<br>Brand: Natra Taste<br>Pack Size: 2/1250ct/2500 cs | \$15.65           |
| 22.             | CA          | 393-47-78-0602 | <b>SYRUP / MAPLE / REDUCED CALORIE / IMITATION / NO ALCOHOL</b><br>100 / 1 Ounce / Case<br>Brand: PPI<br>Pack Size: 100/1z  | \$4.25            |
| 23.             | CA          | 393-48-87-0404 | <b>TARTAR SAUCE</b><br>200 / 12 Grams / Case<br>Brand: PPI<br>Pack Size: 200/12g  | \$3.70            |